

COMMERCIAL FILMING AND PHOTOGRAPHY LICENSE AGREEMENT

THIS AGREEMENT is entered into on this _____ day of _____, 20____, by and between TUCSON AIRPORT AUTHORITY, INC., an Arizona corporation, hereinafter referred to as "AUTHORITY," and _____, hereinafter individually and collectively referred to as "LICENSEE."

For and in consideration of the covenants and agreements herein contained, AUTHORITY and LICENSEE hereby agree:

1. AUTHORITY hereby grants to LICENSEE permission to use those facilities and areas of Tucson International Airport ("AIRPORT") solely for the purpose of filming _____ and for no other purpose, for the term of one day commencing on the ___th day of __ 20__ (the "Commencement Date") and ending on the ___th day of __ 20__ AUTHORITY, in its sole discretion, may revoke the permission granted hereunder at any time, with or without cause.

2. The name, address, and phone number of LICENSEE are

_____The name of LICENSEE'S representative who will serve as contact person is:

3. At least seven working days before the Commencement Date, LICENSEE shall submit the following documents to AUTHORITY for its review and approval.

- A. One copy of the script LICENSEE will use in conjunction with the filming;
- B. a description of any construction required, props to be used, and special effects to be employed in conjunction with the filming;
- C. a description of any utility requirements;
- D. a detailed filming schedule;

E. a detailed description of the special effects to be employed in the filming.

4. AUTHORITY'S Police and Fire Departments shall determine the number and kinds of public safety personnel necessary for the protection of the general public at the FILMING AREAS. LICENSEE shall bear the cost of providing all safety personnel deemed necessary by AUTHORITY.

5. LICENSEE shall reimburse AUTHORITY for the time any AUTHORITY employees spend on any activity relating to the activities permitted hereunder based upon the Schedule of Rates and Charges.

6. A. LICENSEE shall at all times comply with all applicable state, local, and federal laws, rules and regulations and orders, including, but not limited to, those of the Federal Aviation Administration and of the AUTHORITY, whether adopted before or after this Agreement becomes effective. Each person exercising any rights hereunder shall comply with all such rules and regulations.

B. LICENSEE agrees that in all operations to be conducted on AIRPORT premises:

(1) LICENSEE shall at all times take all reasonable steps to control, police, and regulate the use of the premises to which it is granted access hereunder, to prevent unauthorized persons and the general public from obtaining access to the AIRPORT. Such steps shall include, but not be limited to, those required by AUTHORITY, Federal, State or local bodies. LICENSEE must secure the FILMING AREAS so that there is no inadvertent or purposeful unauthorized entry in or upon the AIRPORT by people, vehicles, or animals.

(2) LICENSEE shall at all times exercise reasonable care in regard to the AIRPORT premises and the FILMING AREAS and shall leave such property in

the same condition it was in immediately prior to the Commencement Date. LICENSEE also shall insure such property against damage or loss and shall be liable to AUTHORITY for any such damage or loss. However, LICENSEE shall not be required to deposit any funds with AUTHORITY to cover any such potential damage or loss.

(3) LICENSEE shall comply with all fire codes of the City of Tucson and all applicable regulations of the Occupational Safety and Health Act of 1977.

7. LICENSEE shall obtain and maintain in full force, with a company or companies satisfactory to AUTHORITY, liability insurance covering all of its activities on AIRPORT premises in amounts not less than \$1 million, combined single limits, for death, bodily injury, and property damage. The policy or policies shall name the AUTHORITY and the City of Tucson as additional insureds. LICENSEE shall supply AUTHORITY with certificates of insurance reflecting such coverage prior to the commencement of rights under this Agreement. LICENSEE shall, upon request, supply AUTHORITY with certified copies of all applicable insurance policies, riders, endorsements, and declaration pages. AUTHORITY may adjust or increase liability insurance amounts and requirements as AUTHORITY deems necessary, or as may be required because of changes in the insurance are requirements imposed upon AUTHORITY by AUTHORITY's insurance carrier. LICENSEE shall comply with such adjustments or increases within such time period as is imposed by AUTHORITY.

8. LICENSEE agrees to fully indemnify and save and hold harmless AUTHORITY and the City of Tucson from and against all claims, actions, and liability and all expenses and attorney's fees and costs incidental thereto, related to or arising out of any activities allowed under this Agreement or arising out of damages or injuries to third parties of their property caused by LICENSEE, its agents or its direct or indirect employees in the use of the AIRPORT premises.

9. LICENSEE shall not operate any vehicle on the AIRPORT operational areas or field roadways without an escort.

10. The rights of LICENSEE under this Agreement shall not be transferable or assignable, either voluntarily or involuntarily, except with the prior written consent of AUTHORITY, and shall not be under the control of creditors or any trustee or receives of LICENSEE.

11. All physical embodiments of filming, recording and photography on the Airport shall be referred to as the "Materials." AUTHORITY acknowledges that LICENSEE shall own all rights of every kind in and to the Materials including without limitation the right to exploit the Materials throughout the world, an unlimited amount of times, in perpetuity in any and all media, now known or hereafter invented, and in connection with LICENSEE or otherwise and for advertising and promotional purposes in connection therewith. All rights, including copyright in the Materials shall be and remain vested in LICENSEE.

LICENSEE

TUCSON AIRPORT AUTHORITY, INC.

By _____

By _____

Title _____

Title _____